

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

STEAMFITTERS LOCAL 449 BENEFIT FUNDS,)
Plaintiff,) No.
vs.)
NEXUS CONSTRUCTION, LLC,)
Defendant.)

COMPLAINT IN CONFESSION OF JUDGMENT

Plaintiff, Steamfitters Local 449 Benefit Funds ("Funds"), by its attorneys, Tucker Arensberg, P.C. avers that:

1. Jurisdiction of this action arises under Section 502 and 515 of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. Section 1132 and 1145, and also under Section 301 of the Labor-Management Relations Act of 1947 ("LMRA"), 29 U.S.C. Section 185, in that Plaintiff is aggrieved by Defendant's failure to pay dues and fringe benefit contributions to Plaintiff Funds in violation of a certain collective bargaining agreement entered into with the Steamfitters Local Union 449.

2. Plaintiff Funds conduct business at 1517 Woodruff Street, Pittsburgh Pennsylvania 15220.

3. Defendant Nexus Construction, LLC maintains its principal place of business at 200 Poplar Street, Pittsburgh, Pennsylvania 15223.

4. Defendant, on or about the 3rd day of July, 2019, by a certain Judgment Note, a copy of which, marked as Exhibit "A" and attached hereto, promised to pay Plaintiff Funds certain sums, together with interest in the manner provided therein.

5. There presently remains owing to Plaintiff Funds as the lawful holder of the Note the unpaid balance of \$28,475.96, which includes interest through September 27, 2019. By Warrant of Attorney contained in the Note, Defendant authorized the entry of judgment by confession.

6. Judgment has not been entered on the Note in any jurisdiction against the above Defendant.

7. There has been no assignment of the Note.

8. The monies due under the Note were incurred as a result of the business enterprise of Defendant and such Note does not constitute a consumer financing transaction.

9. Pursuant to the Warrant of Attorney contained in the Note, judgment may now be entered against Defendant as Defendant failed to remit full payment under the Note, thereby creating an event of default under the Note and accelerating all amounts due thereunder.

10. As part of the Warrant of Attorney executed by Defendant, Defendant waived all laws exempting real or personal property from execution by virtue of any exemption law now in force.

11. Under the Note, the following amounts are now due by Defendant to Plaintiff:

BALANCE due under FIRST paragraph of the Judgment Note:

Fringes (Principal)	Interest Updated through 9/27/19	Liquidated Damages (10% of Unpaid or Late Paid Fringes)	Total
\$27,119.40	\$2,747.03	\$3,609.53	\$33,475.96
Payments Made			-\$5,000.00
			Subtotal
Attorneys' Fees as Per SIXTH Paragraph of Note (20% of unpaid balance)			<u>\$5,695.19</u>
TOTAL DUE UNDER THE JUDGMENT NOTE			\$34,171.15

WHEREFORE, Plaintiff demands that a judgment be entered against Defendant as authorized in the Warrant of Attorney contained in the Note in the sum of \$34,171.15,

together with costs of suit.

TUCKER ARENSBERG, P.C.

*s/*Jeffrey J. Leech

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